

# European Breakdown Policy Wording

1 September 2020 to 30 September 2021 - V1



Your Journey  
Our World





**Thank you for choosing European breakdown cover from the ETA.**

You will have already noticed we are different.

Over the last 30 years, we have earned a reputation for being efficient, friendly and environmentally friendly. Our growth over that time has never been at the expense of our excellent customer service; we have an average response time of under 40 minutes and fix over 80 per cent of vehicles at the roadside.

With many thousands of recovery vehicles on call around the clock throughout Europe, you can rest assured that your trip is in safe hands.

You may be interested to learn that as part of our continuing commitment to the environment, we work hard to promote safer and more sustainable transport in Britain. When you buy a policy from us, you help fund projects such as our Safer Crossings campaign, work that helps local community groups and schools get zebra crossings installed on the streets that need them most.

Thank you for helping to make this work possible.

On behalf of our team, I welcome to the ETA and wish you safe travels this year.

Best wishes

Andrew Davis  
*Managing Director*



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# Important numbers

<b>Important numbers</b>	
If you break down in Britain call	<b>0333 0000 999 or 0800 0737 283</b>
If you break down in the rest of Europe call	<b>0044 1206 771 714</b>
If you require legal advice call	<b>0345 389 1050</b>
If you are hard of hearing you can TEXT us on	<b>0753 7404 890</b>
For all other enquiries call	<b>0333 000 1234</b>

# Important information

## Cover in Britain

If your vehicle breaks down and we are unable to get you moving at the roadside, we will take you, your vehicle and any passengers to a local garage. If it cannot be repaired that day we will offer;

- to take your vehicle to any British destination,
- or
- the cost of one night's accommodation for you and your passengers
- or
- the cost of public transport for you and your passengers to reach your destination and the costs for the driver to return to collect the vehicle
- or
- car hire up to 5 days to a maximum of £40 per day whilst your vehicle is being repaired

## Cover in Europe

The benefits as in Britain, plus

- car hire is extended for up to 14 days
- if your vehicle cannot be repaired within 72 hours we will return it to your home in Britain and will also reimburse the costs for you and your passengers to get home.

## Exclusions

- Any incident, within a quarter of a mile, by public highway, from your home address.
- Vehicles greater than 3.5 t gross laden weight.
- Taxis or private hire vehicles.
- Costs other than vehicle recovery, which exceed £2,000 per claim.
- Claims that exceed the market value of the vehicle where assistance is required.
- The cost of recovery of the vehicle to more than one address in respect of any one breakdown.
- Claims where the registration number of the vehicle has not been registered with the ETA prior to breaking down.
- Vehicles over 20 years old at the start of the policy are not covered outside Britain.
- Any claims where the period of insurance does not begin and end in Britain

# Important information

## The legal bit

Please take time to read the attached full policy document to make sure you understand the cover provided.

This summary does not form part of your contract of insurance.

Your cover is valid until the date specified on your ETA documentation. Please refer to your ETA documents, which you are provided with when the policy is issued or amended, this will detail the type, level and period of insurance provided.

The insurance is underwritten by DAS Legal Expenses Insurance Company Limited. Registered office address is:

*DAS House  
Quay Side  
Temple Back  
BRISTOL  
BS1 6NH*

Policies and reimbursement claims are administered by

*ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL*

Breakdown claims are administered by:

*Call Assist Ltd  
Axis Court, North Station Road  
COLCHESTER  
CO1 1UX*

Call Assist is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 304838

## Premium

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

## Cancellation right

If you decide for any reason that you do not want this insurance policy, then please contact us by telephone on **0333 000 1234** or by email at [customercare@eta.co.uk](mailto:customercare@eta.co.uk).

1. If you do this within 14 days of taking out this policy, or the date which you received your documents if this is later, then the premium you have paid will be refunded in full unless you have already travelled or made a claim in which case no refund will be due.
2. Should you cancel after 14 days, you are not entitled to a refund.

We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. For cancellations that are made 14 days after purchase of the policy, no refunds will be given.

We reserve the right to withdraw and cancel insurances if you fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal, our fees or commission will not be returnable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include, but are not limited to:

- a) Where we or the Insurer reasonably suspect fraud
- b) Non-payment of premium

- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions your administrator/agent asked

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with DAS Legal Expenses Insurance Company Limited, as well as other insurers, in the future.

## Compensation scheme

DAS Legal Expenses Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You might be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on their freephone number **0800 678 1100** or **020 7741 4100** or you can write to:

*Financial Services Compensation Scheme  
P O Box 300  
MITCHELDEAN  
GL17 1DY*

## Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

## ETA Services Ltd Privacy Notice

Our privacy notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data and keep it safe. The policy can be found in full online at [eta.co.uk/privacy-policy](http://eta.co.uk/privacy-policy). In addition to our privacy notice, you may also find details of all of our suppliers together with links to their privacy policies.

If you would rather we send you a copy, our data protection officer will be pleased to help. Email us at [customercare@eta.co.uk](mailto:customercare@eta.co.uk) or write to us at:

*Customer Care  
ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL*

# European Breakdown Policy

**Breakdown Insurance** arranged by **ETA** Services Ltd with DAS Legal Expenses Insurance Company Limited.

*DAS House  
Quay Side  
Temple Back  
BRISTOL  
BS1 6NH*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 313965.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold print:

**Breakdown** means an electrical or mechanical failure or a road traffic crash or damage caused by vandalism or theft or fire, which immediately renders the **vehicle** immobilised or dangerous to drive. This definition shall also include lost, snapped or stolen keys, lack of fuel and putting the wrong fuel in the **vehicle**.

**Britain** means Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**Claims administrator** means Call Assist Ltd.

**Consequential loss** means the indirect loss or damage resulting from the **breakdown** which caused the claim under this policy an example of **consequential loss** is the loss of use of the **vehicle** while waiting recovery or any costs associated to not reaching / arriving at **your** destination.

**Europe** means territories of the member states that are governed by European Union law, and Norway and Switzerland.

**Home** means the address last notified to the **ETA** as **your home**.

**Insurer** means DAS Legal Expenses Insurance Company Limited.

**Market value** means the value of the insured **vehicle** will be determined by reference to Glass's Guide retail value at the time of the claim.

**Pay and claim** means **you** are initially responsible for any costs for which **we** may reimburse **you** for.

**Period of insurance** means the period specified on your ETA documentation from the date of acceptance by us of the breakdown insurance, provided that the appropriate premium has been paid.

**Suitable garage** means a garage that is able to undertake the repair of the **vehicle**.

**Specialist equipment** means non-standard apparatus or recovery vehicles which, at the discretion of the recovery operator, are required to recover the **vehicle**. **Specialist equipment** includes, but is not limited to, winching, skates, sliders, dolly wheels, donor wheels or crane lifts.

**Vehicle** means a motorised means of transport, which has been registered with the DVLA.

**We/Our/Us** means ETA Services Ltd.

**You/Your/Insured** means the owner or driver (provided that such driver has the permission and consent of the owner) together with all non-fare paying passengers (travelling legally) in accordance with the limits specified under your level of cover.



# Details of cover

## Weight and size restrictions

### Vehicles:

Maximum vehicle weight: 3.5t  
(gross vehicle weight)

Maximum **vehicle** length: 5.19 m

Maximum **vehicle** width: 1.91 m

Maximum **vehicle** height: 2.43 m

### Caravans and trailers:

Maximum length: 7 m (subject to the caravan or trailer being fitted with a standard 50 mm tow coupling):

## While in Britain

If **your vehicle** suffers a breakdown or is involved in a crash over a quarter mile from **your home**, **we** will offer up to one hour's free labour at the roadside in order to get **your vehicle** moving again.

If **we** cannot get **you** moving that day **we** will, at **our** discretion provide you and all passengers within the legal carrying capacity of the **vehicle**, with one of the following:

- Recovery to one single destination in **Britain**
- or
- One night's accommodation whilst the **vehicle** is being repaired at a maximum of £60 per person
- or
- Onward travel to complete **your** journey and a return journey for the driver to collect the repaired **vehicle**
- or
- Car hire for up to 5 days to a maximum of £40 per day\* whilst **your vehicle** is being repaired.

## While in Europe

Includes all the features and benefits offered in **Britain** with the following extensions to the cover

- Car hire for up to fourteen days to a maximum of £60 per day\*.
- If your **vehicle** cannot be repaired within 72 hours **we** will arrange for **your vehicle** to be repatriated to your **home** (this can take up to several weeks).
- **We** will reimburse the reasonable transportation costs for **you** and **your** passengers to return home separately from **your vehicle** and also for one person to return to the **vehicle** once it has been repaired.

Once the **vehicle** has been taken to a **suitable garage** it is then **your** responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between **you** and the repairer.

**We** do not guarantee that any local recovery to a **suitable garage** will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

Any **breakdown** that occurs within 25 miles of **your home** address will not be eligible for national recovery or overnight hotel accommodation; **you** will be recovered to **your home** address or to the nearest **garage** within a 25 miles radius.

\*The services will be offered on a **pay and claim** basis, which means that **you** must pay for them initially and make a claim for reimbursement. Before arranging these services, authorisation must be obtained from **us**. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

## Road traffic collision

If the incident has been caused by a road traffic collision the ETA will cover costs of the call-out. **You** should contact **your** motor insurer in the first instance to confirm that **your** cover will not be compromised by a recovery by **us**.

## Free legal advice

For advice in the event of an accident or on any personal legal problem at any time, telephone our legal line on **0345 389 1050**, and quote **your** ETA number.

## Customer information

### Consumer Insurance (Disclosure and Representations) Act

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** might ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

# Customer information

## Travel in the rest of Europe

**We** will provide service in the Territorial Limits (**European Union**) where the maximum duration of any single trip is not planned to, or does not subsequently exceed **your** period of cover.

Please ensure **you** carry **your** driver's licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driver's licence and V5C registration document. **You** will be held liable for any costs incurred if copies of **your** driver's licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim. When **we** have all the required information **we** will liaise with **our** European network and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delays this causes.

In the event of a **breakdown** on a motorway or major public road within the Territorial Limits (**Europe Union**), **we** are sometimes unable to assist **you** and **you** will often need to obtain assistance via the SOS phones. The local services will tow **your vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact us for further assistance.

**We** will pay up to £150.00 towards reimbursement of the costs, but **we** will only reimburse claims when **we** have received copies of valid receipts accompanied by a brief covering letter detailing **your ETA** number and the details of **your** claim. Payment will be made in accordance with the exchange rate on the date of the claim.

## Customer verification

From time to time and for reasons outside of **our** control, there may be instances whereby **our claims administrators** are not able to verify/locate **your** policy on their system. In these circumstances they will contact **us** to **confirm** that cover is in place. However, should this fall outside of **our** opening hours **you** will be offered a Pay on Use claim where, **you** will be required to provide credit card details in order for assistance to be provided. **Our claims administrators** will contact **us** at the earliest opportunity and should **your** cover be confirmed then no payment will be taken from **your** credit card.

## Making a claim

If **you** have a claim, please ring the **claims administrator** as soon as possible to tell them about it. The 24 hour emergency helpline number is **0333 0000 999** or **0800 0737283**.

If in the unfortunate event of a failure on this number, please call **0870 77 44 565**. If **you** are outside **Britain** then the emergency helpline number is **0044 1206 771 714**, and call charges may be reversed to this number. SMS text messaging is available for use by deaf, hard of hearing or speech-impaired customers in a **breakdown** situation.

**You** may text us on **0753 7404 890** to receive assistance.

## General conditions applicable to all sections of this Insurance

1. Your **period of insurance** must begin and end in **Britain**.
2. **Your** compliance with the terms and conditions of this insurance is a condition precedent to any liability of **ours** to making any payment.
3. **Your vehicle** must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
4. **Your vehicle** must have a valid excise license unless it is exempt under section 5 of the **Vehicle** Excise and Registration Act 1994.
5. **Your vehicle**, unless otherwise exempt, must have a valid MOT certificate.
6. **You** shall take steps to have permanent repairs carried out on **your vehicle** following a breakdown. If **you** fail to take such steps then the **ETA** may refuse to pay for assistance if the same fault recurs.
7. If **you** have a right of action against a third party **you** shall co-operate with the **ETA** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by the **us you** shall claim these costs and reimburse **us**.
8. **We** are not liable for any obligation that **we** have not expressly and specifically authorised **you** to undertake.
9. **You** must keep all receipts for any reclaimable expenditure.
10. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.
11. No guarantee can be made that there will be tow bars; roof racks, roof boxes, bike racks or other accessories on hire cars. Similarly **we** cannot guarantee the availability of comfort features such as air conditioning. In most parts of Europe, hire **vehicles** are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders.
12. **We** may take credit card details if for reasons outside our control we are unable to confirm your coverage.
13. **You** must be over sixteen years of age and a permanent legal resident of **Britain**.
14. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
15. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within **Britain** in which **your** main residence is situated.
16. **We** cannot, in all cases, maintain a permanent record of information disclosed to **us** it and therefore your responsibility to ensure that all proposal forms and statements are correct. Any relevant changes in circumstances or in the risk must be notified to **us** as soon as **you** become aware of them and cover might, in certain circumstances, be invalid until **we** have accepted the changes.
17. The onus is upon **you** to ensure that all information supplied to **us** is accurate and **we** cannot accept any responsibility in the event of such information being inaccurate. **You** must, upon receipt of a policy document, check that the policy accurately reflects **your** instructions and changes required are notified to **us** immediately.

18. **We** reserve the right to withdraw and cancel insurances if **you** fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from **us**, to provide any documentation or information required by **us**. In the event of **our** cancelling a policy after its beginning **our** fees or commission will not be returnable.
19. Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party **we** require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.
20. **Our** files are confidential and **we** reserve the right to refuse to discuss matters relating to **your** insurance or other details held by **us** with any person other than **you** or **your** legal representative. The administrator will treat all **your** information as confidential (even when **you** are no longer a customer) except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance and except where law requires **us**. In accordance with data protection legislation including the Data Protection Act 2018 **you** are entitled to copies of personal data held by **us** upon written application. If **you** do not wish to receive marketing material from **us** please let **us** know.

## General exclusions

We shall not be liable for:

1. Any incident occurring outside the **period of insurance**.
2. **Vehicles**, which were broken down or un-roadworthy at the time of joining.
3. Any incident brought about by an avoidable, wilful or deliberate act.
4. Any claim **you** make under the policy knowing the claim to be false or fraudulent in any respect. Such claims shall deem the policy void and all claims under it shall be forfeited.
5. Any incident if **you** owe us money.
6. **Vehicles** greater than 3.5t gross laden weight.
7. Taxis or private hire **vehicles**.
8. Caravans and trailers that do not have standard 50mm tow couplings.
9. Any additional costs incurred because the **vehicle** does not have a serviceable spare wheel, aerosol repair kit, appropriate jack, or unlocking mechanisms for the wheels, with the exception of **vehicles** that are not manufactured to carry a spare wheel or have been modified so that they are unable to carry a spare wheel.
10. **Breakdowns** on 'run-on-flat' tyres unless the **vehicle** has been installed with the appropriate tyre monitoring system or if **you** have exceeded **your** manufacturer's mileage guidelines.
11. Caravans or trailers that exceed 7m in length. **Vehicles** that exceed 5.18m in length, 1.91m in width and 2.43m in height.
12. Any claim arising where the **vehicle** is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications, or arising directly out of the unreasonable driving of the **vehicle** on unsuitable terrain.
13. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the point of the **breakdown** within that day.
14. **Breakdowns** where the use of any specialist or non standard recovery equipment such as skates or a specialist winch is needed to load or unload the **vehicle**. This exclusion shall not apply where the **vehicle** has been parallel parked in a designated parking area such as a car park or, on a road where parking is permitted. Where needed, prompt payment will be required in order to qualify for further assistance.
15. **Specialist equipment**, additional manpower and/or recovery **vehicles**, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
16. **Breakdowns** occurring while the **vehicle** is being used or has been modified for motor racing, rallies, speed or endurance test or practices for those activities or for self drive hire.
17. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for you to collect **your** vehicle from a repairer or for any time that has to be taken off work because of a breakdown.
18. Fines or penalties imposed by courts.
19. Call-out charges the police might charge.
20. Parking charges and motoring fines.
21. Costs other than **vehicle** recovery, which exceed £2,000 per claim including but not limited to the cost of car hire or alternative transport.
22. Claims where assistance is required that exceed the market value of the **vehicle**, the market value of the **vehicle** will be assessed by reference to the retail value of the **vehicle** published within the Glass's Guide monthly publication during the month of claim.
23. Any damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability or **consequential loss** arising from any act performed in the execution of the assistance services provided including theft of objects or accessories left in or outside your **vehicle**.
22. Any claim for reimbursement of car hire, hotel or travel expenses not agreed by **us**.
25. The cost of any parts, components, lubricants or materials, food (other than breakfast in the case of overnight hotel accommodation), drinks, telephone calls, petrol, oil, or insurance for a hire **vehicle** or other incidental expenses.

26. Any expenses **you** would have had to pay anyway as part of the journey or any cost that would have occurred had no claim arisen.
27. Any costs which may be recoverable elsewhere.
28. Overnight accommodation costs and car hire charges if repairs can be carried out at or near the point of the **breakdown** within a previously agreed time.
29. Any repair costs whatsoever or any labour costs other than for one hour at the scene of the **breakdown**.
30. The charges of any company or person other than the recovery agent called out by **us** for car hire or accommodation charges other than those sanctioned by **us**.
31. Claims where **our** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
32. Claims where charges incurred have not been settled promptly by **you** before requesting reimbursement.
33. Any charges arising from **your** failure to comply with the requests of **us** or **our** agents concerning the assistance being provided to **you**.
34. Claims where the registration number of the **vehicle** has not been registered with **us** prior to breaking down.
35. Any charges where, having contacted **us**, **you** effect recovery or repair by other means unless we have agreed to reimburse you.
36. **Vehicles** over 20 years old are not covered.
37. Any charges incurred resulting from **your breakdown** on a road where **our** rescuing **you** would be unlawful.
38. The transportation of horses or livestock.
39. The transportation of pets. This will be at the discretion of the recovery operator and any additional costs that would have otherwise been unnecessary will not be covered.
40. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
41. Any claim where **your period of insurance** did not begin and end in **Britain**.
42. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
43. Loss or damage direct or indirectly occasioned by terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism) provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
44. Any direct or indirect consequence of:
  - i) Irradiation, or contamination by nuclear material; or
  - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
45. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Complaints procedure

**We** do everything **we** can to make sure that **our** customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding any aspect of **your** policy or the service provided, please contact:

*Customer Care Manager  
ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL  
Tel: 0333 000 1234  
Email: [customercare@eta.co.uk](mailto:customercare@eta.co.uk)*

Please remember to always quote **your ETA** number in any correspondence, this can be found on **your ETA** customer documents.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service by letter:

*Financial Ombudsman Service  
183 Marsh Wall  
LONDON  
E14 9SR  
or telephone 0300 123 9123*

*For more information on this visit  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)*

**Your** statutory rights are not affected if **you** choose to follow the complaints procedure above.

For further information about **your** statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## Compensation scheme

DAS Legal Expenses Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

This policy wording relates to any policy purchased or renewed with a start date on or between:

**1 September 2020 to 30 September 2021 inclusive.**

We may monitor all telephone conversations with the aim of improving our service.











## European Breakdown Policy Wording

1 September 2020 to 30 September 2021 - V1